

Fit By Jenny, LLC.

Personal Training Agreement

Client Name (print) _____

Residence Address _____

City _____ St _____ Zip _____

Home Phone _____ Wk _____ Mobile/Text _____

Email _____ DOB _____

Emergency Contact _____ Relationship _____

Home Phone _____ Wk _____ Mobile/Text _____

Agreement:

This agreement is between Jennifer Schumm, DBA Fit By Jenny, LLC (meaning Fit by Jenny, Jennifer Schumm, We or Us) and *you, meaning you, your and/or client(s), as the undersigned Client.*

Fit By Jenny agrees to provide you with personal training services as described in fitbyjenny.com, and/ir as mutually modified or agreed upon, whether or not such agreement is in writing, in accordance with the terms, provisions, fees, charges and conditions described here in. You, by your signature herein, agree to all the terms, provisions, fees, charges and conditions contained herein, in addition to those of the facilities.

Services

Following the initial consultation, Fit By Jenny will provide you with ***customized strength and exercise training services and nutrition plans***. These services include daily coaching and feedback as needed, and allow you the use of its facilities, equipment and amenities (the facilities) as provided, in accordance with this agreement. Use of the facilities shall only be available during scheduled work out sessions with Fit By Jenny. Use of the provided facilities is exclusive ***only*** during scheduled exercise sessions with Fit By Jenny when paid in full, as stipulated herein.

FTB Jenny reserves the right to add, change, or delete and/or cancel training services and hours, or the use of the facilities at anytime.

Your visitors and guests will not be permitted to attend training sessions or to enter the training facilities without prior approval by Fit By Jenny.

Client #1 Initial _____ Client #2 Initial _____ Client #3 Initial _____

Initiation Fees:

An initiation fee will be paid prior to, or at the time of, your first training session provided by Fit By Jenny, in the amount of \$_____, unless waived herein, and it shall be applied towards your last scheduled training session at the at the time of the termination of this agreement.

Training Fees and Charges:

Individual Training Services - All training services will be considered as an **Individual Training Service**, meaning the service is provided to only you unless a **Group Training Services** agreement is entered into with you and your approved **Group Client(s)**.

Group Training Service - Training services provided within this **Agreement** to you and one or more approved individual(s) as **Group Client(s)** shall be referred to as a **Group Training Service**, which shall mean the same as an **Individual Training Service** with the addition of one or more person or persons as **Group Clients**. A **Group Client(s)** shall mean one or more persons identified below as a **Group Client**, as approved by Fit by Jenny. The **Group Client(s)**, by their signatures herein, all agree to all the terms, provisions, fees, charges and conditions of this **Agreement**, and are individually and severally liable for all fees, costs and charges of the **Group Training Service**.

Training Service Fees:

Training Services shall be purchased at the following pre-paid plan rates:

Individual Training Services Plans

Plan Frequency

1x/week = \$170/session

2x/week = \$135/session

3x/week = \$110/session

Individual Plan Discounts

Monthly plan - (No discount)

10% discount for 3 month,

6 month or 9 month plans.

Group Training Services Plans

2 or More Group Members:

2x/week or more: \$200/Session (\$100/person)

Training packages above are a minimum of four (4) one-hour sessions per month, beginning on the date of the first paid session. **Individual Plan Discounts** are applied the Plan Frequency selected, above, and are available for Individual Training Service plans only.

It remains the **Clients** obligation to schedule approved training sessions within the package period. Unused plan sessions within the selected package period shall not carry over to subsequent future periods and remain the obligation of the client to schedule and complete within the plan's time parameters selected. Unused sessions will not be refunded or applied to future package periods unless agreed upon and approved by Fit by Jenny not less than one week in advance of the end of the current package period.

Client #1 Initial_____ Client #2 Initial_____ Client #3 Initial_____

Auto-Renewal

All plans will automatically renew one (1) month before the plan’s expiration date unless canceled in writing 30 days prior to the plan’s expiration date.

Rescheduling Training Sessions:

Clients may reschedule training sessions if the request is received and confirmed by direct contact with Fit by Jenny by either telephone call, email or text, at a minimum of 48 hours in advance of the scheduled session, and said change is confirmed by Fit by Jenny. Weekend and holidays extend this notification time accordingly. Phone voice messages, texts messages or email messages shall not be considered to have been approved until confirmed by Fit by Jenny. Emergency rescheduling requested less than 48 hours in advance due to personal illness or other similar emergent nature will be considered on a case-by-case basis.

Changed or cancelled session requests submitted to, but not confirmed or approved by Fit by Jenny, as stipulated herein, shall be deemed as a missed session. Missed sessions shall be charged at the full session rate and will not be refunded or applied to a future session, and applied to

Credit for any paid and unused session(s) remaining at the end of the paid package period towards a future package shall be at the sole discretion of Fit by Jenny.

Termination Policy:

All training services shall automatically renew unless cancelled by the **Client(s)** within a minimum of thirty (30) days before the end of the current paid package period. Termination of training services by the **Client(s)** less than thirty (30) days before the end of the current paid package period shall cause a forfeiture of any remaining, unused paid package periods.

Plan payments are non-refundable.

In the event the Fit By Jenny fitness facility goes out of business or cancels its agreement with Fit By Jenny, your membership shall be frozen until replacement facilities are available yes virtual training services cannot be provided. Replacement facilities or virtual training sessions that are not acceptable to the client shall cause a refund of unused fully paid package sessions, payable within 60 days of the date of the cancellation.

Fit by Jenny reserves the right to terminate any paid or unpaid training package for any cause at any time. Unused training sessions will be refunded according to the purchased plan’s schedule.

Rules and Regulations:

By signing this Agreement, you acknowledge the rules and regulations governing the conduct of clients and guests of Fit By Jenny and/or its facilities, and you agree to follow them.

Severability:

Client #1 Initial_____ Client #2 Initial_____ Client #3 Initial_____

The invalidity of any portion of this Agreement will not, and shall not, be deemed to affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision or provisions.

Non-Waiver:

The failure of either party to this Agreement to insist upon the performance of any of the items terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, should not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no search for forbearance or waiver had occurred.

Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Colorado.

Mandatory Arbitration:

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties here too. If the parties cannot agree on arbitrator, each party shall select one arbitrator and both parties shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then enforce in effect.

Entire Agreement:

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in Agreement.

Modification of Agreement:

Any modification of Agreement or additional obligation assumed by either party in connection with his Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Assignment of Rights:

The rights of each party under this Agreement or personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party(s).

Compliance with Laws:

In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

Waiver and Release of Liability:

Fit By Jenny is not a medically trained nor a medical organization and cannot provide medical advice. You are advised to consult with your physician prior to the beginning of this agreement and encouraged to seek periodic medical check ups. If you are under the care of a physician, taking

Client #1 Initial _____ Client #2 Initial _____ Client #3 Initial _____

prescription medication, or following a diet to treat any illness or disease, you should discuss the exercise program with your physician.

I do here by further declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation or the use of the facilities, equipment, physical training/ weight loss activities. I do further here by acknowledge that I have been informed of the need for a physicians's approval for my participation in the exercise/fitness/weight loss activities, or use of the equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to use the facilities and equipment, and/or that I have decided to participate in the exercise/fitness/weight loss activities, use of equipment and training a Fit by Jenny without the approval of a physician and do here by assume all responsibilities.

In consideration of being allowed to participate in the activities and programs of Fit By Jenny or ATO Fitness Center, use of their facilities and equipment, and in addition to any payment of any fees, penalties, or charges, I do hereby wave, release, and forever discharge Fit By Jenny, and ATO Fitness Center, their officers, agents, employees, representatives, executors, and all others from all responsibilities or liabilities for any injuries or damages resulting from my participation in any activities. I also hereby release all the above and any others acting in their behalf from any responsibility or liability for any injury or damage to myself or my belongings, including those caused by any negligent act or omission in connection with participation, activities or use of equipment provided by Fit by Jenny and/or at ATO Fitness Center.

Indemnification:

You and all your heirs, representatives or assigns hereby agree to indemnify, defend and hold harmless Fit By Jenny and its officers, employees, agents, successors or assigns from any and all claims for liability against, without limitation, including any interest, penalties, attorneys fees and expense incurred either directly or indirectly by any reason of, resulting from, or associated with this Agreement and/or Fit By Jenny.

Client Name (print) _____
Client Signature _____ Date _____

Client#2 Name (print) _____
Client Signature _____ Date _____

Client#3 Name (print) _____
Client Signature _____ Date _____

Fit by Jenny (Jennifer Schumm) _____ Date _____

Group Clients

Client #1 Name (print) _____

Client #1 Initial _____ Client #2 Initial _____ Client #3 Initial _____

Residence Address _____
City _____ St _____ Zip _____
Home Phone _____ Wk _____ Mobile/Text _____
Email _____ DOB _____
Emergency Contact _____ Relationship _____
Home Phone _____ Wk _____ Mobile/Text _____

Client #2 Name (print) _____
Residence Address _____
City _____ St _____ Zip _____
Home Phone _____ Wk _____ Mobile/Text _____
Email _____ DOB _____
Emergency Contact _____ Relationship _____
Home Phone _____ Wk _____ Mobile/Text _____

Client #3 Name (print) _____
Residence Address _____
City _____ St _____ Zip _____
Home Phone _____ Wk _____ Mobile/Text _____
Email _____ DOB _____
Emergency Contact _____ Relationship _____
Home Phone _____ Wk _____ Mobile/Text _____

Client #1 Initial _____ Client #2 Initial _____ Client #3 Initial _____